

Request for Proposal (RFP)
to Prepare Environmental Documents
Related to the Content of the Draft Final
Airport Land Use Compatibility Plan
(ALUCP) For the Environs of
Half Moon Bay Airport
San Mateo County, California
August 29, 2013

**City/County Association of Governments
(C/CAG) of San Mateo County, California
555 County Center, 5th Floor
Redwood City, CA 94063**

For further information contact:
Dave Carbone, C/CAG Staff
TEL: 650/599-1453, T-Th 8a.m. – 3 p.m.
Email: dcarbone@smcgov.org

Request for Proposal (RFP)
to Prepare Environmental Documents Related to the Content of the
Draft Final Airport Land Use Compatibility Plan (ALUCP)
for the Environs of Half Moon Bay Airport, San Mateo County, California
August 29, 2013

I. Solicitation

The City/County Association of Governments (C/CAG) of San Mateo County, California is soliciting responses to this Request for Proposal (RFP), to provide consulting services to prepare environmental documents related to the content of the *Draft Final Airport Land Use Compatibility Plan for the Environs of Half Moon Bay Airport*, San Mateo County, California. The environmental documents will include an Initial Study (IS), a potential Negative Declaration (ND), based on the content of the IS, and related documents and analyses, as specified in the attached Scope of Work. The environmental documents prepared under this effort will comply with the relevant content of the California Environmental Quality Act (CEQA).

II. Project Sponsor/Lead Agency

The City/County Association of Governments of San Mateo County (C/CAG) is the Lead Agency for this effort. C/CAG is a joint powers authority (JPA) whose members consist of the County of San Mateo and all twenty incorporated cities and towns located within the county. The C/CAG Board of Directors is composed of one City Council member from each city/town plus one member of the County Board of Supervisors.

In addition to several other duties, the C/CAG Board of Directors functions as the state-mandated Airport Land Use Commission for the county, per the designated body option (California PUC Section 21670.1(a)). That responsibility includes preparing, adopting, and implementing an airport land use compatibility plan (ALUCP) for the environs of each of the three airports located within the county (Half Moon Bay Airport, San Carlos Airport, and San Francisco International Airport). For more information about C/CAG and its activities, visit the CCAG website at www.ccag.ca.gov. For an electronic copy of this RFP go to the C/CAG website and click on RFP/Call for Projects.

III. Airport and Airport Land Use Compatibility Plan (ALUCP) Overview

Airport. Half Moon Bay Airport is a single-runway (Runway 12/30), general aviation airport that is owned and operated by the County of San Mateo, via the County Department of Public Works. Aircraft that are compatible with the facilities and constraints at the Airport, as defined by the County Board of Supervisors, weigh 12,500 pounds or less. Heavier aircraft may operate at the airport with prior approval from the County Airport Manager. The physical length of the runway is 5,000 feet. However, a displaced threshold near each runway end limits the operational length of the runway for landings. Aircraft may use the full runway length for take-offs.

The Airport is situated on the San Mateo County coast, between California Highway 1 and the Pacific Ocean. The facility is located approximately four miles north of the City of Half Moon Bay, near the unincorporated communities of Montara, Moss Beach, El Granada, and Princeton-by-the-Sea.

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III. Airport and Airport Land Use Compatibility Plan (ALUCP) Overview - continued

Airport Land Use Compatibility Plan (ALUCP). C/CAG has prepared a document entitled, *Draft Final Airport Land Use Compatibility Plan (ALUCP) for the Environs of Half Moon Bay Airport*. This draft Plan will serve as the basis for an environmental review (the project) per CEQA. The draft final ALUCP applies to a geographic area (Airport Influence Area), outside the Airport fence, that is impacted by aircraft noise, restrictions on the height of structures and/or objects near the airport, and safety compatibility near the ends of the runway. The relevant provisions in the California Airport Land Use Planning Handbook guided the content of the Plan *October 2011*, published by the Caltrans Division of Aeronautics. The *Draft Final Airport Land Use Compatibility Plan (ALUCP) for the Environs of Half Moon Bay Airport* document is available for review at <http://halfmoonbayalucp.airportstudy.com/alucp/>

IV. RFP Submittal Package Content/Fee Proposal

A. Submittal Package Content

Each response to this RFP shall be complete in description and concise in volume. The response document shall be in an 8 ½" x 11" written format not to exceed 20 pages in length, with a minimum font size of 12 points (Arial or Verdana font face). A limited number of non-letter size pages may be included but those pages must be fan folded to 8 ½" x 11". Once submitted, the document cannot be altered without prior consent of the C/CAG Executive Director. The response to the RFP must include the following components:

- 1. Transmittal Letter/Title Page:** Each response shall include a transmittal letter containing a brief statement of the responder's understanding of the work to be done and an indication of positive interest in performing the Scope of Work described herein. The letter and/or a title page must contain the name of the responder, street address, phone number, and an email address.
- 2. Executive Summary:** Each response shall include an Executive Summary that describes the responder's approach to the Scope of Work, a description of the project team (if applicable), and a description of how the responder meets the minimum qualifications set forth in this RFP. The Executive Summary should be no more than two (2) pages.
- 3. Identification of Key Personnel:** If the responder to this RFP is a consulting firm, the response must include the following:
 - Identification of the firm's primary representative and title
 - Address, telephone, fax numbers, and email addresses for all offices
 - A description of the business structure of the firm(s) (i.e. corporation, joint venture, partnership, sole proprietorship, etc)
 - An organizational chart that identifies the names and titles of all individuals who will be responsible for providing the services specified herein

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If the responder to this RFP is an individual, the response must include the following:

- Identification (name of the person who will be responsible for providing all of the services specified herein)
- Address, telephone number, fax, number and email address of the person who will be providing the services specified herein

4. Qualifications and Experience: Each response to this RFP must include information that illustrates the qualifications and experience of the responding individual or firm regarding the preparation of environmental documents per the California Environmental Quality Act (CEQA) (i.e., Initial Studies, Negative Declarations, Environmental Impact Reports, etc.).

5. Project Schedule: Each response shall include a project schedule that illustrates key milestones to (1) accomplish the tasks identified in the Scope of Work and (2) accomplish any additional tasks or product elements that the responder may suggest. The negotiated contract with the selected responder will include specific performance milestones and completion dates for preparation of the CEQA documents.

6. References: Each response shall include a list of references and related contact information (name, telephone number, etc.), of the clients for whom the responder and/or members of the response team have prepared similar documents and/or studies.

B. Fee Proposal

Each response to this RFP shall include a detailed fee proposal that identifies the number of estimated hours and costs for each task listed in the Scope of Work and a total proposed fee to complete the project. If the response to the RFP includes multiple team members, the fee proposal shall list the tasks to be conducted by each team member and the related cost for each task.

V. RFP Evaluation and Consultant Selection Process

All responses (proposals) to this RFP will be evaluated based on the responder's professional experience, qualifications, and the services to be provided, as contained in the submitted proposal. A consultant selection panel will review and evaluate the submitted proposals. The selection panel may recommend rejection of any or all proposals. Based on the panel's evaluation, certain responders may be invited to give an oral presentation to the panel, via an in-person interview, on their approach to the Scope of Work and their experience and capabilities. The interview invitees will be notified prior to the scheduled interviews.

VI. C/CAG Right of Rejection of RFP Submittals

The C/CAG Board reserves the right to reject any or all responses to this RFP, to revise the RFP document, withdraw this RFP, not award a contract, or not award any portion of the contract, at any time.

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VII. RFP Preparation Costs, Ownership, and Disposition

The C/CAG Board shall not be responsible for any costs related to preparing and submitting a response to this RFP. The Board shall have the right to copy, reproduce, publicize, or dispose of each response in any way that it so chooses. All submitted responses (proposals) to this RFP shall become the property of C/CAG and may be subject to the California Public Records Act.

VIII. C/CAG Receipt of Responses to the RFP

Each response (proposal) to this RFP must be received at the C/CAG Offices **NO LATER THAN 5:00 p.m. on, September 19, 2013**. Six hard copies of the materials, plus one electronic copy and must be mailed or delivered to:

City/County Association of Governments (C/CAG) of San Mateo County
555 County Center, 5th Floor, Redwood City, CA 94063
Attention: Sandy Wong, C/CAG Executive Director

IX. Tentative Schedule for RFP Distribution and Consultant Selection Process

TASK	COMPLETION DATE
Post RFP on C/CAG web site and distribute RFP to consultant mailing list	August 29, 2013
Deadline to receive responses to RFP (proposals)	September 19, 2013
Send out invitations to selected consultants for interview (if needed)	October 3, 2013
Interview invited consultants (if needed)	Week of October 14, 2013
Prepare final ranking of consultants and identify recommended consultant	October 18, 2013
Prepare C/CAG Agenda Report, re: recommended consultant	October 24, 2013
Approval of contract, scope of work, and recommended consultant by C/CAG Board	November 14, 2013
Issue Notice to Proceed to consultant	November 19, 2013

X. Questions

All questions related to the content of this RFP must be submitted in writing to e-mail address dcarbhone@smcgov.org **no later than 3:00 p.m., on September 12, 2013** to be assured of receiving a timely response. Questions not sent to this e-mail address by the specified deadline will not receive a response.

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XI. Attachments

- Attachment A: Scope of Work to Prepare Environmental Documents Related to the Content of the *Draft Final Airport Land Use Compatibility Plan (ALUCP) for the Environs of Half Moon Bay Airport*
- Attachment B: Example of Standard Agreement between the City/County Association of Governments of San Mateo County (C/CAG) and “Contractor”

**RFP for Consulting Services, Re: Preparation of Environmental Documents Related to the
Content of the *Draft Final Airport Land Use Compatibility Plan (ALUCP)*
for the *Environs of Half Moon Bay Airport***

ATTACHMENT A

**SCOPE OF WORK TO PREPARE ENVIRONMENTAL DOCUMENTS
RELATED TO THE CONTENT OF THE
DRAFT FINAL AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP)
*FOR THE ENVIRONS OF HALF MOON BAY AIRPORT***

Scope of Work

This Scope of Work describes the tasks to be undertaken by a qualified Consultant to support the City/County Association of Governments of San Mateo County (C/CAG) in complying with the requirements of the California Environmental Quality Act (CEQA) prior to adoption of an updated Airport Land Use Compatibility Plan (ALUCP) for the environs of Half Moon Bay Airport. This Scope of Work assumes the preparation of an Initial Study (IS) and a Negative Declaration (ND).

Task Descriptions

1.0 INITIAL STUDY (IS)

1.1 Review of Environmental Resource Categories

The Consultant will review all environmental resource categories required per the CEQA Initial Study Checklist and describe the potential effects, if any, of the proposed updated ALUCP on those resources. If any impacts are identified, the Consultant will describe the impacts and discuss whether they rise to the level of significance that would merit a more thorough analysis in a draft environmental impact report (DEIR).

Deliverable: Written analysis for input to subsequent tasks.

1.2 Preparation of an Administrative Draft Initial Study

The Consultant will prepare an Administrative Draft Initial Study for review by C/CAG staff. The document will include a description of the proposed project (*Draft Final Airport Land Use Compatibility Plan (ALUCP) for the Environs of Half Moon Bay Airport*), a summary description of the affected environment, and a summary of the potential impacts of the proposed project on the CEQA environmental resource categories. It will also include, as an appendix, a Summary Memorandum documenting the Development Displacement Analysis (see Task 2.0).

Deliverable: Electronic version of the Administrative Draft Initial Study

1.3 Preparation of a Final Initial Study (IS)

After receiving comments from C/CAG staff on the Administrative Draft Initial Study, the Consultant will prepare the final Initial Study (IS) for public release with the Draft Negative Declaration if a Negative Declaration is prepared.

Deliverable: Electronic version of the final Initial Study (IS)

ATTACHMENT A: Scope of Work to Prepare Environmental Documents Related to the Content of the Draft Final Airport Land Use Compatibility Plan for the Environs of Half Moon Bay Airport

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2.0 ANALYSIS OF POTENTIALLY DISPLACED DEVELOPMENT

The Consultant will prepare an analysis of potentially displaced development due to implementation of the airport land use compatibility policies and criteria contained in the *Draft Final Airport Land Use Compatibility Plan for the Environs of Half Moon Bay Airport*. The analysis will include the following:

- Comparison of the land use restrictions in the updated ALUCP with the applicable general plans and specific plans to identify areas that will be subject to stricter land use regulations with implementation of the updated ALUCP. The land uses subject to stricter land use regulations will be identified.
- Assessment of the potential for the ALUCP-restricted land uses to be developed within the ALUCP zones if the the ALUCP is not adopted.
- Assessment of the availability of alternative locations within the Airport environs for the ALUCP-restricted land uses to be developed if the ALUCP is adopted

Deliverables: An electronic version of a draft summary of the displacement analysis for C/CAG staff review/comment and an electronic version of the final version of the summary based on those comments.

3.0 SUMMARY REPORT OR NEGATIVE DECLARATION (ND)

3.1 Summary Report

For the purposes of this Scope of Work, it is assumed that the Initial Study (IS) will find no potential for significant environmental impacts to be caused by the adoption of an updated airport land use compatibility plan (ALUCP) for the environs of Half Moon Bay Airport. However, if the Initial Study (IS) does reveal the potential for the creation of significant environmental impacts, the Consultant will prepare a Summary Report that explains the nature of those impacts and the need to prepare a draft environmental impact report (DEIR). It would include a draft scope of work to prepare the DEIR and a preliminary budget. The Summary Report would replace Tasks 3.2.1 through 3.2.4.

Deliverable: Electronic version of the Summary Report

3.2 Negative Declaration.

If the Initial Study (IS) finds no potential for significant environmental impacts to be caused by the adoption of an updated airport land use compatibility plan (ALUCP) for the environs of Half Moon Bay Airport, the Consultant will prepare the following documents.

3.2.1 Administrative Draft Negative Declaration

The Consultant will prepare an administrative draft negative declaration for review by C/CAG staff.

Deliverable: Electronic version of an administrative draft negative declaration.

3.2.2 Final Negative Declaration (ND)

The Consultant will prepare a final negative declaration (ND) based on CCAG staff comments.

Deliverable: Electronic version of the final negative declaration (ND).

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3.2.3 Notice of Intent to Adopt a Negative Declaration

The Consultant will prepare a Notice of Intent to Adopt a Negative Declaration for distribution to local agencies, interested members of the public, the County Clerk, and the Caltrans Division of Aeronautics for review and comment. C/CAG staff will distribute the Notice of Intent for publication at least once in a newspaper of general circulation in the Airport environs. A public review period of at least 30 days will be provided.

Deliverable: Electronic version of a Notice of Intent to Adopt a Negative Declaration

3.2.4 Preparation of responses to comments received on the Notice of Intent to Adopt a Negative Declaration

The Consultant will prepare responses to comments received on the Notice of Intent to Adopt a Negative Declaration for review/approval by C/CAG staff.

Deliverable: Electronic version of response to comments received on the Notice of Intent to Adopt a Negative Declaration for review/approval by C/CAG staff.

4.0 ASSISTANCE TO C/CAG STAFF

4.1 Assist C/CAG staff, re: preparation of a C/CAG Agenda Report regarding the CEQA process related to the *Draft Final Airport Land Use Compatibility Plan (ALUCP) for the Environs of Half Moon Bay Airport.*

The Consultant will assist C/CAG staff in preparing a C/CAG Agenda report regarding the CEQA process related to the *Draft Final Airport Land Use Compatibility Plan (ALUCP) for the Environs of Half Moon Bay Airport.*

Deliverable: An electronic version of the required text for insertion into a C/CAG Agenda Report.

4.2 Assist C/CAG staff, re: notification of the California Department of Fish and Game (CDFG) CEQA filing fee determination

The Consultant will prepare a draft letter to the CDFG regarding the CDFG CEQA filing fee for review/approval by C/CAG staff. C/CAG staff will submit the letter to the CDFG prior to C/CAG adoption of the Negative Declaration for a CDFG fee determination so the appropriate CDFG filing fee can be submitted with the Notice of Determination that will be filed with the County Clerk.

Deliverable: Electronic version of a draft letter to CDFG, re: CEQA filing fee determination

5.0 NOTICE OF DETERMINATION

The Consultant will prepare a Notice of Determination for C/CAG staff to file with the County Clerk.

Deliverable: Electronic version of the Notice of Determination.

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ATTACHMENT B

EXAMPLE

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
OF SAN MATEO COUNTY AND “CONTRACTOR”**

This Agreement entered this ____ Day of _____, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG), a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called “C/CAG” and _____, hereinafter called “Contractor.”

W I T N E S S E T H

WHEREAS, C/CAG is a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans; and,

WHEREAS, C/CAG is prepared to award funding to a Contractor (consultant) to prepare a Comprehensive Airport/Land Use Compatibility Plan (ALUCP) for the Environs of _____ Airport; and

WHEREAS, C/CAG has determined that the Contractor has the requisite qualifications to perform this work.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. For services to be provided by Contractor, in consideration of the payments hereinafter set forth, Contractor (consultant) agrees to perform the services described in Exhibit A.
2. For payments in consideration of Contractor providing the assistance and services authorized by C/CAG staff, C/CAG shall reimburse Consultant based on acceptance of deliverables and cost rates set forth in Exhibit A up to a maximum amount of_____.
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

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ATTACHMENT B: C/CAG Agreement With Independent Contractor – EXAMPLE

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5. Contract Term. This Agreement shall be in effect as of _____ and shall terminate on _____; provided, however, that the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination will be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all services provided to the date of termination.
6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG from all claims, suits or actions resulting from the performance by Contractor of its duties under this Agreement. C/CAG shall indemnify and save harmless Contractor from all claims, suits or actions resulting from the performance by C/CAG of its duties under this Agreement.

The duty of the parties to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Insurance: Contractor or its subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Workers' Compensation and Employer Liability Insurance: Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect the Alliance, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

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Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Workers' Compensation	\$ Statutory	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

8. Non-discrimination. The Contractor and its subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. Accessibility of Services to Disabled Persons. The Contractor, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. Substitutions: If particular people are identified in this Agreement are providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
11. Sole Property of C/CAG: Any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG.
12. Agreement Renewal. This Agreement may be renewed for an additional two (2) years upon approval by the C/CAG Board and Contractor.

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13. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.

14. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the C/CAG Chairperson. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
15. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

Contractor

By _____ Date _____

Contractor Legal Counsel

By _____

City/County Association of Governments of San Mateo County (C/CAG)

By _____ Date _____
C/CAG Chairperson.

C/CAG Legal Counsel

By _____
C/CAG Counsel